BILL NO. S-73-06-18

2 3

SPECIAL ORDINANCE NO. S- 69-73

AN ORDINANCE approving Agreement with NORTHEASTERN ENTERPRISES, INC. for construction of the Walden Addition sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF

10 FORT WAYNE, INDIANA:

SECTION 1. The Sewer Agreement dated May 31, 1973, between NORTHEASTERN ENTERPRISES, INC. as Developer, and the CITY OF FORT WAYNE, by and through its Mayor and Board of Public Works, for the construction of a sanitary sewer in the Walden Addition, Section II, as follows:

MAIN SANITARY SEWER #2:

Commencing at a proposed bulkhead more particularly described as being located 5+ L.F. east of the S.W. corner of Lot #95 of Walden Section II; thence, Northerly 5+ L.F. east of and parallel to the West P.L. of Lots #95 thru 99 inclusive, 410+ L.F., terminating at a proposed bulkhead located 5+ L.F. east of and 5+ L.F. north of the N.W. corner of Lot #99 of Walden Section II.

MAIN SANITARY SEWER #3:

Commencing at a proposed manhole "I" more particularly described as being located 35± L.F. west of and 5± L.F. south of the N.E. corner of Lot #120 of Walden Section II; thence, Westerly 5± L.F. south of and parallel to the North P.L. of Lots #120 thru 128 inclusive, 635± L.F., to a proposed manhole located 20± L.F. west of and 5± L.F. south of the N.E. corner of Lot #128 of Walden Section II; thence, Northerly in the right-of-way of Vance Avenue, 60± L.F.; thence, Northernly 5± L.F. east of and parallel to the West P.L. of Lots 164 thru 167 inclusive, 340± L.F., terminating at a proposed manhole located 5± L.F. east of the N.W. corner and on the North P.L. of Lot #167 of Walden Section II.

SANITARY LATERAL "D":

Commencing at a proposed manhole "D-1" more particularly described as being located 5± L.F. east of and 5± L.F. north of the S.W. corner of Lot #71 of Walden Section II; thence, Northerly 5± L.F. east of and parallel to the West P.L. of Lots #71 thru 74 inclusive, 310± L.F.; thence, Northerly in the East Right-of-way of Chelmsford Place, 75± L.F., terminating at a manhole located 10± L.F. west of and 10± L.F. north of the N.W. corner of Lot #75 of Walden Section II.

SANITARY LATERAL"E":

2.5

Commencing at a proposed manhole "E-1" more particularly described as being located 5± L.F. east of and 5± L.F. north of the S.W. corner of Lot #83 of Walden Section II; thence, Northerly 5± L.F. east of and parallel to the West P.L. of Lots #83 thru 88 inclusive, 390± L.F., terminating at a manhole located 10± L.F. east of and 15± L.F. north of the N.W. corner of Lot #87 of Walden Section II.

SANITARY LATERAL "J":

Commencing at a proposed manhole "I" more particularly described as being located 35± L.F. west of and 5± L.F. south of the N.E. corner of Lot #120 of Walden Section II; thence, Northerly in the right-of-way of Vance Avenue, 5± L.F.; thence, Northerly 5± L.F. east of and parallel to the West P.L. of Lots #129 thru 136 inclusive, 610± L.F., terminating at a manhole located 15± L.F. east of and 10± L.F. north of the N.W. corner of Lot #135 of Walden Section II.

SANITARY LATERAL "K":

Commencing at a proposed manhole "J" more particularly described as being located 45± L.F. west of and 5± L.F. south of the N.E. corner of Lot #124 of Walden Section II; thence, Northerly in the right-of-way of Vance Avenue, 60 t.F.; thence, Northerly 5± L.F. east of and parallel to the West P.L. of Lots #146 thru 154 inclusive, 690±, terminating at a manhole located 15± L.F. east of and 30± L.F. north of the S.E. corner of Lot #154 of Walden Section II.

SANITARY LATERIAL "V":

Commencing at a proposed manhole "V" more particularly described as being located 15± L.F. east of and 30± L.F. south of the N.W. corner of Lot #97 of Walden Section II; thence, Southwesterly in the right-of-way of Bristers Spring Run, 65± L.F., thence, Southwesterly 5± L.F. south of and parallel to the North P.L. of Lots #100 thru 108 inclusive, 645± L.F., terminating at a manhole located 20± west of and 20± L.F. south of the N.E. corner of Lot #108 of Walden Section II.

the entire cost and expense of construction of said sewer to be borne by Developer, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith, all as more particularly set forth in said Sewer Agreement, which is on file in the office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. That the Developer, and any owner or owners of land, their successors in title and assigns, which is now or may hereafter be located outside the corporate limits of the City of Fort Wayne, Indiana, who taps into the sewer main covered in said Agreement, or any extension thereof, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by said City of Fort Wayne, Indiana, of such land or territory in which said land is located.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

APPROVED AS TO FORM

AND LEGALITY,

Read the first time in full and on motion by
This jau, and duly adopted, read the second time by title and referred
to the Committee on Outle Works (and the City Plan
Commission for recommendation) and Public Hearing to be held after due legal notice,
at the Council Chambers, City-County Building, Fort Wayne, Indiana, on,
the day of , 197 , at
-o'clock P.M.,E.S.T.
Date: 6/12/22 Cheuleh Mylorum
CITY CLERK
Read the third time in full and on motion by,
seconded by Jalarico, and duly adopted, placed on its passage.
Passed (Learn) by the following vote:
AYES, NAYS, ABSTAINED, ABSENTto-wit:
BURNS
HINGA
KRAUS
MOSES
NUCKOLS
SCHMIDT, D.
SCHMIDT, V.
STIER
TALARICO
DATE: 6-26-73 Phone In Telestra
CITY CLERK
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance
(Resolution) No. S-69-73 on the 26th day of June, 1973.
ATTEST: (SEAL)
Charlet Mistrano In Infield Charo JR.
CITY CLERK PRESIDING OFFICER
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
day of
#. M., E.S.T.
Musel M. Maslum.
Approved and signed by me this 21 May of, 1973,
at the hour of 400 o'clock . M., E.S.T.
Que Mh S
MAYOR HAND

	0.77.00.10				
Bill No.	S-73-06-18	_			
		REPORT OF THE COM	AITTEE ON _	PUBLIC WORKS	
We, your	Committee on	Public Works	to whom	was referred an Ordinance	;
		approving Agreement	with NORTH	EASTERN ENTERPRISES, INC.	
		for construction of	the Walden	Addition sewer	
		· · · · · · · · · · · · · · · · · · ·			
	that said Ordina	nder consideration and page PAS.		e to report back to the Co	ommon /
	Eugene Kraus,	Jr Vice-Chairman		Eugene Kran	- /
		arico	4	muel 1. Talor	io
	William T. Hi	nga		' //	
	Vivian G. Sch			inian & Selme	dt
		1,116	CURRED IN 5 W, WESTERM	IAN, CITY CLERK	

59-263-12

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 3/ day of May, 1973, by and between NORTHEASTERN ENTERPRISES, INC., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

MAIN SANITARY SEWER #2:

Commencing at a proposed bulkhead more particularly described as being located 5± L.F. east of the S.W. corner of Lot #95 of Walden Section II; thence, Northerly 5± L.F. east of and parallel to the West P.L. of Lots #95 thru 99 inclusive, 410± L.F., terminating at a proposed bulkhead located 5± L.F. east of and 5± L.F. north of the N.W. corner of Lot #99 of Walden Section II.

MAIN SANITARY SEWER #3:

Commencing at a proposed manhole "I" more particularly described as being located 35± L.F. west of and 5± L.F. south of the N.E. corner of Lot #120 of Walden Section II; thence, Westerly 5± L.F. south of and parallel to the North P.L. of Lots #120 thru 128 inclusive, 635± L.F., to a proposed manhole located 20± L.F. west of and 5± L.F. south of the N.E. corner of Lot #128 of Walden Section II; thence, Northerly in the right-of-way of Vance Avenue, 60± L.F.; thence, Northerly 5± L.F. east of and parrallel to the West P.L. of Lots 164 thru 167 inclusive, 340± L.F., terminating at a proposed manhole located 5± L.F. east of the N.W. corner and on the North P.L. of Lot #167 of Walden Section II.

SANITARY LATERAL "D":

Commencing at a proposed manhole "D-1" more particularly described as being located 5± L.F. east of and 5± L.F. north of the S.W. corner of Lot #71 of Walden Section II; thence, Northerly 5± L.F. east of and parallel to the West P.L. of Lots #71 thru 74 inclusive, 310± L.F.; thence, Northerly in the East right-of-way of Chelmsford Place, 75± L.F., terminating at a manhole located 10± L.F. west of and 10± L.F. north of the N.W. corner of Lot #75 of Walden Section II.

SANITARY LATERAL "E":

Commencing at a proposed manhole "E-1" more particularly described as being located $5\pm$ L.F. east of and $5\pm$ L.F. north of the S.W. corner of Lot #83 of Walden Section II; thence, Northerly $5\pm$ L.F. east of and parallel to the West P.L. of Lots #83 thru 88 inclusive, $390\pm$ L.F., terminating at a manhole located $10\pm$ L.F. east of and $15\pm$ L.F. north of the N.W. corner of Lot #87 of Walden Section II.

SANITARY LATERAL "J":

Commencing at a proposed manhole "I" more particularly described as being located 35± L.F. west of and 5± L.F. south of the N.E. corner of Lot #120 of Walden Section II; thence, Northerly in the right-of-way of Vance Avenue, 55± L.F.; thence, Northerly 5± L.F. east of and parrallel to the West P.L. of Lots #129 thru 136 inclusive, 610± L.F., terminating at a manhole located 15± L.F. east of and 10± L.F. north of the N.W. corner of Lot #135 of Walden Section II.

SANITARY LATERAL "K":

Commencing at a proposed manhole "J" more particularly described as being located 45± L.F. west of and 5± L.F. south of the N.E. corner of Lot #124 of Walden Section II; thence, Northerly in the right-of-way of Vance Avenue, 60± L.F.; thence, Northerly 5± L.F. east of and parrallel to the West P.L. of Lots #146 thru 154 inclusive, 690± L.F., terminating at a manhole located 15± L.F. east of and 30± L.F. north of the S.E. corner of Lot #154 of Walden Section II.

SANITARY LATERAL "V":

located 15± L.F. east of and 30± L.F. south of the N.W. corner of Lot #97 of
Walden Section II; thence, Southwesterly in the right-of-way of Bristers Spring
Run, 65± L.F., thence, Southwesterly 5± L.F. south of and parallel to the North
P.L. of Lots #100 thru 108 inclusive, 645± L.F., terminating at a manhole located
20± west of and 20± L.F. south of the N.E. corner of Lot #108 of Walden Section II.
in accordance with plans, specifications and profiles heretofore submitted to the City
and now on file in the office of the Chief Engineer of the Sewer Utilities of the City,
and known as Sanitary Sewers to serve Walden Subdivision, Section II, which
plans, specifications, profiles are by reference incorporated herein and made a part
hereof, which sewer will serve only the land in which the Developer has an interest.

Commencing at a proposed manhole "V" more particularly described as being

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entrie cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:
A part of the Southeast quarter of Section 28, Township 31 North, Range 13 East, Allen
County, Indiana, more fully described as follows:

Beginning at a point on the South line of the Southeast guarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana, said point being situated South 89 degrees 24 minutes 30 seconds East a distance of 60 feet from the Southwest corner of the Southeast quarter of said Section 28, thence on a line parallel with and 60 feet East of the West line of the Southeast quarter of said Section 28 North O degrees 40 minutes 50 seconds East a distance of 420.0 feet, thence South 89 degrees 19 minutes 10 seconds East a distance of 120.0 feet, thence North O degrees 40 minutes 50 seconds East a distance of 85.0 feet, thence South 89 degrees 19 minutes 10 seconds East a distance of 182.0 feet, thence North O degrees 40 minutes 50 seconds East a distance of 369.34 feet, thence North 49 feet 42 minutes 50 seconds East a distance of 160.28 feet, thence South 71 degrees 36 minutes 15 seconds East a distance of 174.37 feet, thence South 61 degrees 10 minutes 1 second East a distance of 130.65 feet, thence North 77 degrees 16 minutes 39 seconds East a distance of 176.0 feet, thence North 69 degrees 44 minutes 35 seconds East a distance of 126.28 feet, thence North 5 degrees 17 minutes 5 seconds East a distance of 175.18 feet, thence North 57 degrees 10 minutes 8 seconds East a distance of 115.0 feet, thence North 69 degrees 22 minutes 56 seconds East a distance of 359.86 feet, thence North 80 degrees 57 minutes 10 seconds East a distance of 310.0 feet, thence
North 9 degrees 2 minutes 50 seconds West a distance of 16.0 feet, thence North 80
degrees 57 minutes 10 seconds East a distance of 134.0 feet, thence North 16 degrees
35 minutes 16 seconds East a distance of 113.21 feet, thence South 89 degrees 25 minutes 0 seconds East a distance of 700.0 feet to a point on the East Line of the Southeast quarter of Section 28 aforementioned, said point being situated North 0 degrees
46 minutes 0 seconds East a distance of 1520.0 feet from the Southeast corner of the
Southeast quarter of said Section 28, thence continuing on said East line South 0 degrees 46 minutes 0 seconds West a distance of 519.0 feet to the Northeast corner of
Walden Section I, thence along the Northerly and Westerly boundary of Walden Section
I by the following described courses:

North 89 degrees 25 minutes West a distance of 834.9 feet,

North 0 degrees 35 minutes East a distance of 66.7 feet,

South 80 degrees 57 minutes 10 seconds West a distance of 269.0 feet,

South 64 degrees 20 minutes 10 seconds West a distance of 97.0 feet,

South 60 degrees 21 minutes 10 seconds West a distance of 240.0 feet,

South 72 degrees 14 minutes 29 seconds West a distance of 97.08 feet,

South 35 degrees 32 minutes 10 seconds West a distance of 146.6 feet,

South 14 degrees 53 minutes 50 seconds East a distance of 142.0 feet,

South 57 degrees 37 minutes 10 seconds West a distance of 240.0 feet,

South 17 degrees 1 minutes 10 seconds West a distance of 240.0 feet,

South 17 degrees 1 minutes 50 seconds East a distance of 321.9 feet,

South line North 89 degrees 24 minutes 30 seconds West a distance 1053.1 to the point of beginning containing 34.41 acres more of less and subject to right-of-way for Maplecrest Road, Said right-of-way more particularly described as follows:

beginning at a point on the East line of the Southeast quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana, said point being situated North 0 degrees 46 minutes East a distance of 1001.0 feet from the Southeast corner of the Southeast corner of the Southeast quarter of said Section 28, thence North 89 degrees 25 minutes West a distance of 34.9 feet thence North 0 degrees 35 minutes East a distance of 519.0 feet thence South 89 degrees 25 minutes East a distance of 36.7 feet to a point on the East line of the Southeast quarter of Section 28, thence along said East line South

to a point on the South line of the Southeast quarter of Section 28, thence along said

0 degrees 46 minutes West a distance of 519.0 feet to the point of beginning, containing 0.43 acres more or less.

In addition, the above described real estate is to be subject to a park to be deeded to the Walden Community Association, said park as noted in Walden, Section II, Block "A" more particularly described as follows:

Beginning at the Southwest corner of Lot Numbered 21 in Walden, Section I. recorded as Document No. 72-22883 in Plat Book 34, Pages 69-72, in the office of the Recorder of Allen County; thence North 17 degrees Ol minutes 50 seconds West a distance 121.68 feet; thence North 57 degrees 37 minutes 10 seconds East a distance of 240.0 feet; thence North 32 degrees 22 minutes 50 seconds West a distance of 155 feet: thence North 14 degrees 53 minutes 50 seconds West a distance of 142 feet; thence North 35 degrees 32 minutes 10 seconds East a distance of 146.6 feet; thence North 72 degrees 14 minutes 29 seconds East a distance of 10.0 feet; thence North 47.02 degrees 52 minutes West a distance of 180.31 feet; thence South 69 degrees 44 minutes 35 seconds West a distance of 126.28 feet; thence South 41 degrees 15 minutes 10 seconds East a distance of 158.0 feet; thence South 3 degrees 23 minutes 52 seconds West a distance of 129.25 feet; thence South 12 degrees 45 minutes 09 seconds West a distance of 170.0 feet; thence South 6 degrees 38 minutes 35 seconds West a distance of 65.07 feet; thence South O degrees 30 minutes 10 seconds West a distance of 250.47 feet; thence Northeasterly on a curve to the left, said curve having a radius of 400 feet, a distance of 60.66 feet, to the point of beginning, containing 1.95 acres more or less.

Therefore, the amount of assessable acea to developer for the described real estate contains 32.03 acres.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

An area connection charge of \$300.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line pertaining to Pierson Ditch Interceptor - Resolution No. 145-1064 and Resolution No. 146-1964, adopted by resolution of the Board of Works on September 14, 1964.

5. BOND

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of snitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. COUCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

NORTHEASTERN ENTERPRISES

CITY OF FORT WAYNE, INDI

BY: TVAN A TEVANORE MAYOR

BOARD OF PUBLIC WORKS

Ronal & Bonar

JUN 7 1070

ATTEST: Some & Smith

Approved as to form and Legality

Acsociate City Attorney

This instrument prepared by PHILIP R. BOLLER, P.E.

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State Ivan A. Lebamoff, Jerry D. Boswell, Ronald L. Bonar and William G. personally appeared Williams and Edna I. Smith , who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained

WITNESS my hand and notarial seal, this 7th day of

Commission Expires:

Admn. Appr.

DIGEST SHEET

THE OF ORDINANCE	Sewer Agreement with Section II	Northeastern Enterp	rises for Walden Additi
DEPARTMENT REQUES		Board of Public	Works
STROPSIS OF ORDINAR	C38		
No. The art Assembly Company of the Assembly o			
(See attached Sewer Ag	greement)		
			The control with the control of the
vakiakonayeen teknelismik estamonarintook eliinyaminkolikkin. Anakh 1934-1955 (1964-1965)			a service and the service of the ser
EFFECT OF PASSAGE	Provide additional	sewers and revenue t	o City for
connection charges.			
		Control of the c	
effect of non-pass	AGE No additional	revenue to City and	no additional sewers.
MONEY INVOLVED (Dir	ect Costs, Expendi	ures, Savings)	
No cost to City. Reve	enue of \$300.00 per a	cre.	
or American per v T to a and a film confused has clear a minimal information model to the film at the AMA THE FORMATION AND THE CONTRACT CO			
			enn metalliste virts et sinkeldissammen kan pyrankenn mengemenningti. Pilitistiska kines konsempler, sintensi
ASSIGNED TO COMMITS	rez (j.n.) Pu60	i Wak	War.

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE ORDINANCE NO REGULAR SESSION #2-6-12-73 SPECIAL SESSION APPROVED AS TO FORM Heller. BILL WRITTEN BY Bd. of Published White DATE INTRODUCED 2-12-72. REFERRED TO SAID STANDING COMMITTEE Quelic Works REFERRED TO CITY FLAN LEGAL PUBLIC HEARING LEGAL PUBLICATION JOINT HEARING DEPARTMENT HEARING HOLD FILE PASS 6-26-73 DO NOT PASS WITHDRAWN SUSPENSION OF RULES PRICE APPROVAL ORDINANCE TAKEN OUT OF OFFICE OTHER INSTRUCTIONS

REGARDING ORDINANCE
CORRECTIONS MADE
TO ORDINANCE
PEOPLE SPEAKING FOR
ORDINANCE

PEOPLE SPEAKING AGAINST

ORDINANCE

CONTENTS OF ORDINANCE

X	COMMITTEE SHEET
X	VOTE SHEET
_	VOTE SHEGI
	PURCHASE ORDERS
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
Mark Street	
	COMMUNICATIONS FROM
	ZONING MAPS
	syrlement for Keiver
	Spriement few Gerow ABSTRACTS Extension
	TITLES
	PRIOR APPROVAL LETTER
AOSCULTAN	Digit Sheek.

COUNCILMAN'S VOTE

1	AYES	NAYS	ABSENI
BURNS	X	MID	HIODENI
HINGA			X
KRAUS	X		
MOSES	X		
NUCKOLS	X		
D. SCHMIDT	X		
V. SCHMIDT	X		
STIER	X		
TALARICO	X		

COMMENTS: